

1891-022 Chancery Causes: Newton Wygal vs. George Holliday &  
Lee Co.

Query, Cork, Cherry, Querrey

CA-Debt

T-Property

Business

Additional Information:

lumber & sawmill



To The Hon. A. S. K. Morrison Judge of  
the Circuit Court of Lee County Va:

Your orator Newton Hygab, who  
humbly complaining would respectfully  
represent, that heretofore, in the early  
part of 1889, he entered into a contract  
with George Holliday and Benj. H. Querry  
which while not a partnership tech-  
nically was of that nature.

The said Holliday and Querry, repre-  
sented themselves as the owners and  
operators of a steam Engine sawmill  
used for cutting logs into lumber &  
boards for building fencing and the  
like purposes. Your orator was the  
owner of a large quantity of poplar  
oak and other timber suitable for  
the saw purposes aforesaid.

It was therefore to the mutual advan-  
tage of the said Holliday & Querry to  
enter into terms of and concerning the  
manufacture of said timber: and they  
did so agree. The said Holliday &  
Querry were to move their Engine &  
saw mill upon your orator's premises  
designated and agreed upon, and your  
orator was to cut into suitable lengths  
his trees, and deliver them on said saw  
yard, and there being no water at



the place to run the engine your orator undertook to furnish that also. The said Holliday & Querry were to furnish every thing else, run said mill and cut into lumber & boards, all the logs your orator would furnish into such widths, thicknesses, and lengths as might be agreed upon, or required by their customers.

This lumber the said Holliday & Querry were to sell and collect the money therefor, and pay over one half of said sales to your orator and retain to order such lumber as was cut for your orator he was of course to account for in the same way, and so with the other contracting parties.

Under this agreement said engine & saw-mill was moved upon said premises, and your orator entered actively into the cutting and delivery of his said timber, and it was understood and agreed that saw-mill should during the existence of this contract be operated only on the timber furnished by your orator. There was a large amount of said timber, so manufactured and sold to divers persons in varying amounts and at different prices - a good



many collections made and several partial divisions and payments made to your orator amounting all to some \$720. But there was a large amount of said lumber sold and the proceeds collected, by said <sup>Holliday</sup> Querry and never paid over or accounted for to your orator.

The exact amount of which he is unable to state, but he knows of about \$524.00 collected and due from customers not yet collected; one half of which is due your orator. In the meantime it was thought advantageous by said mill men to remove their plant some quarter of a mile further from said timber and they thereupon undertook the delivery of your orator's logs to this new yard upon terms agreed upon. And said mill was so accordingly removed and the delivery of a part of your orator's logs and the hauling of the water undertaken by said Holliday & Querry and your orator fully paid therefor.

While thus in operation at its new location, and while your orator had upon the yard some 600 or 700 saw logs, delivered under the contract aforesaid and was ready to deliver many more



already cut and others to be cut and before the said Holliday & Querry had delivered near all they had agreed to deliver to the new plant, they sold out their mill and fixtures, and announced their purpose not to further execute the said Contract and agreement.

And they have actually delivered the said saw mill & engine to their vendue, and gone away and abandoned the further prosecution of said work and agreement.

Your orator charges that they have collected some \$300, more than their half of the bills sold by them, and that there is due them \$300, for said lumber yet uncollected, one half of which is due your orator, One A. W. Cook owes them the sum of \$250.<sup>00</sup> or about that amount, and <sup>there are</sup> other sums due them from other parties not <sup>yet</sup> ascertained by your orator.

And this is all that is due them for sales known to your orator yet uncollected - all of which if paid to your orator will not make him equal in am'ts received to said Holliday & Querry who will unless restrained, collect this



debt also. As they sold the bill to ~~your~~  
said Cook and not your crator, the said  
Cook refuses as properly may as your  
crator is advised payment to him.

Your crator charges that said Holliday  
and Querry are each insolvent, and  
not pecuniarily liable for said debt  
should they collect the same from said  
A. W. Cook. And that should they so  
collect it your crator will loose the  
same, and that it will not if paid  
over to him, pay and discharge the  
amt due your crator on his half  
of said lumber so sawed and sold  
out of his timber aforesaid.

Besides your crator is greatly dam-  
aged by the failure of said Holliday  
& Querry to deliver the logs aforesaid  
and to saw and manufacture as well  
those delivered as those cut and ready  
for delivery. That is by their failure  
to comply with their Contract, upon  
their part, fully complied with by  
your crator upon his part, he has sus-  
tained damages not less than \$ 300. of  
which full and ample proof can if  
deemed proper will be in due time  
made. Should your crator allow the  
Collection of said Cook debt, owing



to the insolvency of the said Halliday & Querry he would have no means of enforcing his just demands against them.

The object of this bill therefore, owing to the long and complicated account between the parties, is to have an account taken showing the amount of lumber sawed, and sold to whom sold and at what price, how much has been collected and from whom how much is still uncollected and from whom due - And how much has been received by your orator and how much by said Halliday & Querry.

And owing to the insolvency of the parties aforesaid that they be enjoined and inhibited from collecting, any further sums for the sale of said lumber from any persons, and especially from A. W. Cook - That said A. W. Cook and all other persons be enjoined and inhibited from paying over the same

That an issue be directed before the law side of this Court to enquire into and ascertain the damages sustained by your orator on account of the failure of the said Halliday & Querry to perform



their Contract aforesaid; and that they be compelled to specifically execute the same or pay said damages. That a receiver be appointed to collect and hold said lumber debt, subject to the future orders of this Court.

The premises Considered therefore your orator prays that, George Hollicday, Benj. H. Querry and A. W. Cook be made parties defendant, to this bill, that they answer the same but they need not do so upon oath that being expressly waived. That an account be taken showing the am.t of lumber sold to whom and at what price how much has been collected & from whom; how much is still due & from whom - How much has been received by said Hollicday & Querry. That they be required to specifically perform the same or pay such damages as may be awarded against them. That they be enjoined and inhibited from making any further collections of said lumber debt, and especially that from A. W. Cook that A. W. Cook be enjoined from paying the same over to said Hollicday or Querry their agent or atty, until so directed by a future order of this Court that a receiver be appointed to collect



1890

Mr. Term Am  
defto filed and  
General Replication  
thereto by Deft.

C 13.73  
S 1.50  
\$ 15.23

Newton Uggat -

vs { Bill - Supplication.

Holliday Perry et al.

Supplication granted pursuant  
to the prayer of the issuing Holliday  
& Perry from collecting and  
of the debt due for lumber  
upon contracts in the bill  
mentioned & also issuing a  
Warrant from paying to  
them a certain debt of \$250  
for lumber in the bill  
mentioned under fourteen orders  
of this Court but this  
supplication will only  
become operative upon  
the plaintiff or some one  
for him executing bonds before  
the clerk of this Court in  
the penalty of \$1000. Condition  
to pay all damages occasioned  
by this supplication with good  
personal security in said bond  
& said bond shall be as security  
as stout negro  
To wit let. let  
See cause vs

1890. pt. Mr. Ruler Bill filed  
3rd Feb 7 D. 1890  
" 2d Mr. Ruler Bill filed & cause  
set for hearing by Deft.

and hold the same under its direction  
of this Court. And for all other further  
and General relief.  
Richmond & Devereux - D.  
Virginia  
Devereux to wit:-  
Newton Uggat this day personally  
appeared before me and made oath  
that the statements made in the  
foregoing Bill are true so far as  
they depend upon his own knowledge  
and that so far as they depend upon  
information derived from others he believes  
them to be true. Given under my hand this 17th day  
of February 1890.  
J. H. Smith Clerk



1 To The Hon. H. S. K. Morrison, Judge of the Cir-  
2 cuit Court for the County, &c.

3 The joint-answer of George Holiday  
4 and Benj. J. Gurry (called in complaint like Benj-  
5 J. Gurry) to a bill of complaint filed in this  
6 honorable court against them and R. H. Cook  
7 by Newton Hygal.

8 Your respondents reserving to themselves  
9 the benefit of all just exceptions to said  
10 bill, are advised that said bill is un-  
11 sufficient in Law, but if mistaken in this  
12 their demurrer and further answer  
13 be required of them, answering they say:  
14 That it was true that your respondents were  
15 the owners and operators of a steam-engine  
16 and saw-mill in the early part of the year  
17 1889; that said complainant was as your  
18 respondents suppose the owner of a certain  
19 tract of land on which grew poplar  
20 and oak timber suitable for cutting into  
21 Lumber and boards for building, fencing  
22 and purposes of the like kind; that your  
23 respondents agreed to move their mill and engine  
24 upon the said premises of the complainant and  
25 at a particular place thereon agreed upon,  
26 for the purpose of cutting, sawing and manufac-  
27 turing such of said complainant's said timber  
28 into Lumber and boards, and of such widths,  
29 and thicknesses as might be agreed upon,  
30 or required by their customers; that said  
31 complainant was to cut into suitable lengths  
said timber, deliver the same at the saw-mill,



1 not furnish at the place water necessary  
2 to run the engine of your respondents;  
3 That there was a large amount of said  
4 timber manufactured and sold by your  
5 respondents to divers persons, and varying  
6 amounts, and at different prices, a good  
7 many calculations made relative to said  
8 timber and several partial payments  
9 on account of said sales with <sup>with</sup> ~~and~~ <sup>and</sup> one complete settlement made.  
10 Your respondents here file a statement (Ex. 2)  
11 showing the timber, boards &c, sawed out  
12 of said timber, persons to whom the same  
13 were sold, the prices and amounts obtained therefor,  
14 and what has been paid said complainant  
15 and the amounts retained by them, which is to  
16 be taken as a part of your respondents  
17 answer to said bill.

18 That it is also true that your respondents did  
19 move their mill from their first plant to another  
20 point on said land. But they emphatically  
21 deny that they were to move their mill, and  
22 said complainants logs and water to said  
23 new place at their own expense and without  
24 any of the allegations of said complainant's bill  
25 would seem to indicate. As to this matter your  
26 respondents allege and aver that said mill  
27 and engine were moved at the instance and  
28 request of the complainant he agreeing and  
29 promising them that if they would move their  
30 mill to said last plant, that he would  
31 clear off the millyard and be to the  
32 expense of moving said mill to said plant.



1 all of which he failed to do. At said new  
2 plant your respondents agreed to deliver  
3 one hundred and twenty five of Complainant's  
4 said logs and haul the water necessary  
5 to run said engine to saw about nine  
6 hundred logs. The complainant furnishing  
7 the wagon upon which to haul said water.  
8 Your respondents aver that they did deliver said  
9 125 logs on the mill-yard and all the water  
10 that was used at said last plant, but  
11 on the other hand said complainant failed  
12 and refused to furnish said wagon upon  
13 which to haul said water.

14 Your respondents will also admit that they  
15 did see and dispose of said saw mill  
16 and engine before all of said complainant's  
17 said timber and logs were sawed, but they  
18 deny that they did so as stated in complainant's  
19 note bill. They aver that before selling said  
20 mill and engine, they went to said complainant  
21 and he agreed that they might procure some  
22 other mill man to finish up the sawing  
23 of said timber upon the same terms  
24 and contract that your respondents had  
25 with him. Whereupon they did sell their  
26 mill and engine and made a contract  
27 with gentleman Hale & Cook to finish  
28 up said contract on the same terms as your  
29 respondents contract with said complain-  
30 ant, but said Hale & Cook refused to let Cook & Hale finish the work.

31 Your respondents emphatically deny  
32 that the timber they sawed of said Complainant



1 They were to sell and collect the money there-  
2 for and pay over one-half of the sales  
3 to the complainant and they retain  
4 the other half. They aver on the contrary  
5 that they were to saw the logs for one-  
6 half of the lumber. After your respondents  
7 entered upon said work, said complainant  
8 employed your respondents to sell his  
9 half of said lumber, and by virtue of  
10 this employment they did sell most of  
11 his half of the same, and have accounted  
12 with him for the amount so sold, in the  
13 manner shown in statement (B & C) heretofore  
14 filed in this answer. For making sales of  
15 said complainant's part of said lumber  
16 they expected to have a reasonable com-  
17 pensation therefor, and your respondents  
18 aver that a reasonable compensation  
19 would be \$5-9<sup>00</sup>. Your respondents further  
20 deem that they agreed that they should dur-  
21 ing the existence of their said contract  
22 with the said complainant operate only  
23 on the lumber furnished by him.  
24 Your respondents will further aver that  
25 the said J. H. Bond is not indebted to  
26 them for any thing on account of any  
27 lumber purchased from them, but they  
28 say that he was indebted to them, in the  
29 sum of \$142.<sup>50</sup> for lumber, out some days  
30 before they had any notice of the proceedings  
31 said Bond against them, they settled  
32 with said Bond and he paid them \$21-



1 Their half of the same, leaving in his hands the  
2 \$271<sup>00</sup> due to said <sup>Mygal</sup> ~~Mygal~~  
3 Your respondents aver and charge that  
4 said Comp. was to keep on said yard  
5 Logs sufficient to keep their mill in  
6 constant employment, but this he failed  
7 and neglected to do, and on account  
8 of said failure on the part of said Comp.  
9 their mill was idle from 30 to 40 days  
10 and they aver that they were damaged by  
11 said failure not less than \$500<sup>00</sup>

12 Your respondents further deny that they  
13 are insolvent but <sup>they admit that</sup> ~~they~~ they are not "pecu-  
14 niarily liable" for the said debt of Cook or  
15 any thing else in his bill.

16 Your respondents say that if said Comp.  
17 is damaged any thing by reason of the sale  
18 of their mill it is brought about by his  
19 own act, because they would not have  
20 sold their mill had he not consented  
21 thereto - and ~~had~~ <sup>had</sup> ~~complaint~~ <sup>complaint</sup> ~~kept~~ <sup>kept</sup> logs at their  
22 mill as ~~heretofore~~ <sup>heretofore</sup> to ~~do~~ <sup>do</sup> his ~~business~~ <sup>business</sup> would all  
have been sawed before said mill was sold.

23 Your respondents aver that said Comp.  
24 was to furnish the wagons in which to haul  
25 the water to said lost saw mill yard, but  
26 this he did not do. So they had to furnish  
27 a wagon for that purpose about fifty  
28 days and the use of that wagon was rea-  
29 sonably worth fifty cents per day. Your  
30 respondents aver that Comp. was to clear  
31 off the yards of both sets, but this he failed  
32 to do and your respondents had the work  
done and <sup>the same</sup> was worth \$15<sup>00</sup> for both. ~~From~~



1 The first to the last part of said mill  
2 your respondents aver that the contract  
3 was to be at the expense of moving said  
4 mill, but he did not pay for the moving  
5 of the same, which was reasonably worth  
6 \$3000. Your respondents also aver  
7 that contract was to procure a right of  
8 way to haul water on from G. H. S. Baileys  
9 spring, but this he failed to do, and  
10 your respondents had to pay him \$500 for  
11 such right of way. Your respondents  
12 aver that said contract was to furnish  
13 and procure a right of way over Dalton  
14 miles long from the saw mill up to  
15 the public road, and this as much of the  
16 contract on the part of contract was not  
17 complied with and they had to pay  
18 right of way to pay said miles \$600 for  
19 the same. This sum however was paid in  
20 number of which contract had a half in  
21 trust. Respondents further aver that said  
22 Complainant is in great damage by these acts  
23 or failures but on the contrary as above stated  
24 they have been very greatly damaged by his  
25 many failures as above detailed Respond  
26 ents aver that Complainant had 600 or 700 logs  
27 on said yard at the time they sold their mill  
28 and a large portion of these are not worth any thing for lumber  
29 but there was on said yard some 200 logs and  
30 that are of value  
31 These would have been saved by Mass Council  
32 & Sule had Complainant allowed them to do so.  
The mill used by respondents becoming badly  
worn and out of order they sold it to the



1 stated and have since bought a new and much  
2 better one and as there was no time fixed in  
3 which they were to complete said contract  
4 they are amply able to do so yet, provided  
5 complainant will abide by his contract.

6 Now having fully answered the allega-  
7 tions of said bill, they pray to be hence dis-  
8 missed with their reasonable costs in this  
9 behalf expended, and they will ever pray &c

10 George Holiday

11 B. J. Query by

12 Isaac & Pinniquin.

13  
14 Virginia

15 In Court to wit:

16 This day George Holiday and  
17 B. J. Query personally appeared before me  
18 in my county & State aforesaid and made  
19 oath that the statements made in the fore-  
20 going issues are true in so far as the  
21 same are made on their own knowledge and  
22 in so far as the same are made on the in-  
23 formation of others they believe to be true.

24 Given under my hand this 29<sup>th</sup> day  
25 of March 1870.

26 Wm C. Gibson Clerk  
27  
28  
29  
30  
31  
32



22046

Holiday & Family

ads. } Answer

Newt Hygal

Filed in Ken Court  
on leave thereof on  
the 1<sup>st</sup> April 1890

Wm. Lloyd Garrison



Newton Hygel Comptt.

vs.

John Pabney

Holliday & Mary Dft.

This cause came on a-  
gain this day to be heard upon  
the paper formerly read. The  
report of coun. st. &c. and  
the agreement of said parties  
in writing filed herein: On  
consideration of all which it  
is adjudged ordered and de-  
creed that the plaintiff pay  
one half the sheriff's and  
clerk's costs and that the  
defts pay the other half  
of said clerk's & sheriff's  
costs; but no attorney's fe-  
by said agreement is to be taxed.  
And this cause is stricken  
from the docket.



Robert Hygel

vs. Decie Line

Holliday & Query

Entire Dec 275.

330-1. Apr. 30/1871

Hygel

Entire Dec

April 3 1871.

Hygel



Houston Wygab,

against

Holliday & Merry, et al,

} Duchy

This cause came on this day to be heard upon the bill of the plff, the answer of the defendants, Holliday & Merry and the bill taken for confessed as to the other defendants, and was argued by Counsel and it appearing to the Court that an enquiry into the state of accounts between the parties is necessary. John A. G. Hyatt, who is hereby appointed a Special Commissioner who will after duly notifying the parties of the time & place of his sitting enquire and report, how much if anything the defendants owe the plff, or the plff owe the defendants, how much, what accounts have been collected by either party & how much and from whom collected. He will reduce the evidence of the parties to writing and report to the next term of this Court. His action and all matters deemed



Newton Hygal

of Decree.

Halliday Quarry

Entd page 307

Co. Cook N. 3.

J. H. Hygal  
CCH

Enter this

Dec. 8<sup>th</sup>. 1890

H. A. C. M.

perkins and thinned or requires  
by water party - and the same  
is continued.



2  
Clerk's Office Nov 27/91  
To the Hon. W. S. F. Morrison  
Judge of the Circuit Court for  
Lee County Virginia.

Your undersigned Special  
Commissioner respectfully  
reports, that in obedience  
to the requirements of a  
decree entered in the Chancery  
Cause of Newton Hygal vs  
Holliday and Greer et al  
entered on the 3rd day of  
December 1890,

I proceeded, after  
having given the parties  
full notice, on the 26<sup>th</sup>  
Febry 1891, to perform the  
duties assigned me.

The parties came forward  
promptly and after considerable  
rehearsal and calculations  
mutually agreed to settle  
matters of difference between  
themselves, thereby leaving off  
the necessity of taking proof  
on either side.

And as shown by  
an agreement hereto  
filed.



Marked "N.H.Q." this suit  
is to be dismissed and  
each party is to pay one  
half the Clerks & Sheriff's  
Costs; and each one is  
to settle with his own  
attorney.

Respectfully Submitted  
J. A. Hyatt



Collected by Quincy  
and [unclear] [unclear] to Report

Western Haggard

Filed March 3<sup>rd</sup> 1891.  
J. A. [unclear]

Conrad [unclear]



We the undersigned having  
been summoned to appear  
before a commissioner in the  
Commons Cause of Kingston  
Hypol vs Holliday & Query  
et al, pursuant to a decree  
entered in said Cause Decr  
3<sup>rd</sup> 1890. Have this day appeared  
and mutually agreed upon  
and settled all matters of  
difference between ourselves  
in this suit, in the following  
manner to wit: By transferring  
outstanding debts or accounts due  
the firm of Holliday & Query  
to the amount of \$232.67, to  
the said Hypol. the said  
Holliday and Query guaranteeing  
the account to be just and due  
but do not guarantee the  
solvency of the parties who  
owe the accounts and each  
party is to pay their own attorney  
and one half the costs & charges



Newton Hygal  
vs Agreement

Holliday & Cherry

Filed Feb. 28 1891

J. H. Hyatt

W. H. Q.

Death, and the death is to be  
served at the death of  
March 1891  
The death is to be  
served at the death of  
March 1891

Newton Hygal  
Collection of the  
by the death



Statement of Holiday & Query showing  
 the timber sawed for Newk. Hygal  
 and how the same was disposed of  
 and to whom and at what price per m

	Smith & Sewell	22584 ft	@ \$8.00 per m	180	67
X	G. H. S. Bailey	550 "	@ \$8.00 "	4	40
	do	175 "	@ 4.00 per		70
+	C. M. Slump	442 "	@ \$8.00	3	53
X	A. M. Gains	450 "	@ \$8.00 per m	3	60
+	H. P. Dryden	292 "	@ 8.00 " "	2	53
X	J. M. Cook	150 "	@ 8.00 " "	1	20
+	C. F. Cook	2172 "	@ \$8.00 " "	17	53
	Silas Hale	4395 "	@ \$8 " "	35	16
	John Henderson	4562 "	@ 10.00 " "	45	62
+	James Pennington Jr	420 "	@ \$8 " "	3	36
	Newk. Hygal	3288 "	@ 11.00 " "	12	88
+	George Crabtree	6150 "	@ \$8.00 " "	1	20
X	Clint DeVault	150 "	@ 8.00 " "	1	20
+	Alex. Linton	150 "	@ 8.00 " "	1	20
	J. C. Haddock	681 "	@ 8.00 " "	5	40
+	James Pennington Sr	418 "	@ 8.00 " "	3	35
	Same	2195 "	@ 10.00 per m	21	95
	"	303 "	@ \$6.00 " "	1	82
X	Sam. Graham	2040 "	@ 8.00 " "	16	32
+	Geo. Holiday	1576 "	@ 8.00 " "	12	60
	Ezek. Flannery	354 "	@ 8.00 " "	2	87
+	B. J. Query	637 "	@ 8.00 " "	5	10
+	H. P. Hood	6810 "	@ 10.00 " "	68	10
	A. H. Cook	67890 "	@ 8.00 " "	543	12
	H. M. Davidson	24272 "	@ 8.00 " "	194	18
X	A. P. Hyun	96 "	@ 8.00 " "		76
	Amount over			\$	95.80



1	Aut. brok over			11 92	70
+ 2	H. A. Ballou	318 ft. @ 10 <sup>00</sup> per m		3	84
+ 3	J. H. Orr	527 " @ 10 <sup>00</sup> " "		5	27
4	A. C. McNeil	1150 " @ 10 <sup>00</sup> " "		11	50
+ 5	A. H. Cridlin	400 " @ 10 <sup>00</sup> " "		4	00
6	A. M. Brown	906 " @ 10 <sup>00</sup> " "		9	06
+ 7	Mason & Mantgomery	See exhibit "m + m"		160	15
+ 8	Same	8691 ft @ \$12.50 per m This is another		108	64
9	"	200 " @ \$7.50 " " " " " "		1	50
10	S. P. Dwyer & Co	8155 " @ 12.50 " "		101	74
11	Same	730 " @ 10 <sup>00</sup> " "		7	30
12	McIntyre & Madden	370 " @ 12.50 " "		4	62
+ 13	W. H. Harman	2938 @ \$12.50 " "		36	72
14	Mason & Scruggs	12521 " @ 12.50 " "		157	00
15	Hustia Bros & Co for C. H. Fish	14000 ft @ 10 <sup>00</sup> per m		140	00
16	"	by Wilson 4314 " @ 10 <sup>00</sup> " "		43	14
17	L. H. Hale	7303 ft @ 10 <sup>00</sup> " "		73	03
18	H. M. Davidson	3000 " @ 10 <sup>00</sup> " "		30	00
19	Frank Gibson	260 " @ 10 <sup>00</sup> " "		2	60
20	Mark Hygel	2302 " @ 18 <sup>00</sup> " "		18	41
+ 21	"	1162 " @ 8 <sup>00</sup> " "		9	29
21	G. H. S. Bailey	604 " @ 10 <sup>00</sup> " "		6	04
+ 22	Frank Shamples	1000 " @ 6 <sup>00</sup> " "		6	00
22	Robt Henderson	162 @ 8 <sup>00</sup> per m		1	29
23	A. M. Slump	140 " @ 10 <sup>00</sup> " "		1	40
24	Total amt			\$ 2165	59
25	One half thereof due Hygel			\$ 1088	79
26	By apx on G. H. Bailey timber		5	10	
27	" " " H. P. Dwyer		2	40	
28	" " " C. A. Cook		10	81	
29	By " S. H. Hale order		20	84	
30	" " " John Henderson		22	81	
31	" " " Mark Hygel		45	50	
32	Amt. carried to Page 2.			107	65
				1088	79



1	Accts. brok. from page 1	109 65	1083 78
2	By appt. S. A. Hardware & turned over	3 13	
3	" " " Same Hardware " "	16 32	
4	" " " R. L. Vandewater " "	1 29	
5	Cash from A. H. Cook	205 28	
6	amt. yet due from " for Hygal	71	
7	Order to H. M. Davidson	77 13	
8	appt. A. P. Hyman turned over	76	
9	" " " H. B. Hallen " "	3 18	
10	" " " J. H. Orr " "	5 27	
11	" " " J. H. Criddle " "	4 00	
12	Cash from Myers	40 00	
13	" " " J. Pennington & Co.	10 00	
14	" " " Christian Brothers per E. H. Fish	70 00	
15	Chas. P. Underhill Bank	168 09	737 10
16	amt. due Hygal -		346 17
17	Statement No. 2. Showing		
18	what amts. are unpaid by said		
19	purchasers of said lumber		
20	Smith & Sewell	180 67	
21	G. H. S. Bailey	6 04	
22	Marion & Wadsworth & Bal -	48 64	
	Same cash	1 50	
23	H. M. Davidson	30 00	
24	Salas St. Halls Bal	107 35	
25	S. A. Hardware & bal	46	
26	James Pennington & Co.	3 77	
27	A. C. McNeil	3 00	
28	A. M. Brown	7 06	
29	McIntyre & McLeod	4 62	
30	Asa Harmon	6 72	
31	Frank Gibson	2 60	
32	" Spangler Lumber	2 00	
	amt. carried over	406 43	346 17



1	Amts. brot over	406	43	346	19
2	L. M. Lump	1	40		
3	C. F. Cash	3	08		
4	Outstanding a/c. s. over my gals share			64	72
5		\$410	91	410	91
6	Statement No. 3. Showing				
7	what is due of said lumber				
8	sales to purchasers,				
9	Amts. per contract	64	72		
10	1/2 Cash for Camp ground	1	20		
11		\$65	92		
12					
13					
14					
15					
16					
17					
18					
19					
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 32



unsettled accounts

1	James A. Smith	180	67
1	Eliza Lee	35	16
1	John D. Smith	48	62
1	Thomas Apple	30	00
1	J. D. Thompson	5	45
1	James Remington & Co	22	77
1	Wm. L. Lundy	2	47
1	J. W. Smith	54	00
1	W. M. Smith	190	10
1	L. L. Smith	11	30
1	J. A. Brown	3	16
1	James Hargreaves & Co	2	48
1	J. P. Brown & Co	100	24
1	Wm. A. & M. A. Smith	4	42
1	James Hargreaves & Co	100	00
1	Wm. Smith	140	00
1	Thomas Brown	23	00
1	J. H. Smith	93	08
1	W. M. Smith	30	00
1	James Brown	2	60
1	Boyd	4	35
1	J. H. & B. Smith	6	00
1	Thomas Hargreaves	6	00
1	L. H. Smith	1	40
1	J. L. Smith	3	06
1	J. H. Smith	3	00
1	James A. Smith	20	00
1	James A. Smith	50	00
1	James A. Smith	50	00
		1706	17



Newton's Method  
of Calculating  
the Logarithm



KNOW ALL MEN BY THESE PRESENTS, That we

and *Thos. J. Ely and M. L. Slump* are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*One Thousand*

dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *21<sup>st</sup>* day

of *February*

, one thousand eight hundred and

*Ninety*

The Condition of The Above Obligation is Such, That whereas the above bound

*Newton Mygal*

on

a bill in Chancery against

*George Holiday*

and *Benj F. Query et al*

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain *said Holiday & Query* from collecting any of the debts due for lumber upon contracts in the Bill mentioned & also arising *A. M. Leach* from paying to them *Holiday & Query* a certain debt of *250¢* for lumber in the Bill mentioned

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

*him*

, or some one for

*him*

, shall enter into a

bond, with good security, in the clerk's of of the said court, payable to the Commonwealth

of Virginia, in the penalty of

*One Thousand Dollars*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *Newton Mygal* shall pay all such costs as

may be awarded against *him*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

*J. A. G. Hyatt*

*Newton Mygal*

(SEAL.)

*Thomas J. Ely*

(SEAL.)

*M. L. Slump*

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee, *Thos. J. Ely & M. L. Slump*

and made oath that *they own* estate, after the payment of all *their* just debts, and those for which he *are* bound as security for others and expect to pay, *are*

worth the sum of

*Nine thousand*

dollars,

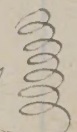
over and above exemptions allowed by law.

Given under my hand this *21<sup>st</sup>* day of *February* 18*90*.

Teste:

*J. A. G. Hyatt* Clerk.



Newton Wiggall  
vs  Bond

Holiday and Querry

Filed Feby 22<sup>nd</sup> 1890.

J. A. Hyatt C



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*George Holliday*  
*Benj. H. Avery and A. W. Cook*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *March* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by *Newton Hyatt*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *22<sup>nd</sup>* day of *February* 18*90*, in the 11*th* year of the Commonwealth.

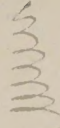
*J. A. G. Hyatt* Clerk.

A Copy Teste



(Rt & Didermore)

Newton Nygal

as  Spain Choy

Holiday & Querry et al

To 1st March Term 1890

Executed by delivering  
an office copy of the writ  
in Sp to A. W. Leach &  
George Holiday and by  
delivering an office copy  
of the writ to Mrs Querry  
wife of Benjamin Querry  
and giving <sup>her</sup> full informa-  
tion as to its purport  
This The 27th day of Feby  
1890

A R Munsey  
S.L.C.

Dece - 2 of the 1890

Dece, showing been executed as required by the  
supplication order. The solicitor, George Holiday  
and Dec. D. Querry are required from collecting  
any of the debt due for London Transport in the  
Bill (mentioned) and the defendant of A. W. Leach is  
required from paying to said solicitor & Querry  
a certain debt of 250/- for London in the Bill  
mentioned, until the further order of the Court